

NO FEE

Project No. C55-GH-403(2)
Name: Fletcher-84th to H-160
Tract No. 4

REGISTER OF DEEDS
1998 AUG 14 P 3:28

INST. NO 98

041644

BLOCK
NO
CODE
NEUJAH
CHECKED
ENTERED
ENTERED

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Robert A. Christiansen, herein called the "GRANTOR", record owner of the real property hereinafter described, for and in consideration of the sum of One and 00/100 Dollars (\$1.00), duly paid, the receipt whereof is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by GRANTEE as hereinafter set out and expressed does hereby GRANT, REMISE and RELINQUISH unto Lancaster County, Nebraska, herein called "GRANTEE" permanent easement on the following described real estate situated in Lancaster County, Nebraska, to wit:

Referring to the SW corner of Lot 1, Neujahr Addition, in the SE ¼ of Section 35, Township 11 North, Range 7 East of the 6th Principal Meridian, Lancaster County, Nebraska; thence easterly with the south line of the said Lot 1, a distance of 439.97 feet; to the point of beginning: thence northeasterly to a point located 8.00 feet north of said south line and 527.97 feet east of said SW corner; thence southeasterly to a point located on the said south line, said point located 589.97 feet east of said SW corner; thence westerly with the said south line to the point of beginning.

Said points are measured with the said south line and perpendicular to said south line.
Containing 0.01 acre, more or less.

TO HAVE AND TO HOLD UNTO LANCASTER COUNTY, NEBRASKA, its successors and assigns, the right to construct, use and maintain on the land herein described utilities, such slopes as are necessary to retain and support the County road, the construction and/or extension of drainage structures and/or the construction of a drainage channel or drainage ditch and so long as such utilities, slopes, drainage structure, drainage channel or drainage ditch is used and maintained, the right of ingress and egress to said property herein described from the County road for the purpose of inspecting, repairing, and maintaining the said utilities, slopes, drainage structure, drainage channel and/or drainage ditch located thereon at the will of the GRANTEE, it being the intention of the parties hereto that the GRANTEE shall have the right to assign utility easements and that GRANTOR is hereby granting the uses herein specified without divesting GRANTOR of title and ownership of the rights to use the above described property for any purpose that does not interfere with the uses herein granted.

The GRANTOR, in consideration of the payments herein stated, agrees not to construct buildings, ornamental fences or other improvements which may be damaged by the GRANTEE'S uses herein specified. If the GRANTOR chooses to make such improvements, GRANTOR hereby waives all claims for damages which may occur from the GRANTEE'S use as herein specified with the exception of necessary fence removal and replacement costs, or damages caused by negligence of the GRANTEE.

THIS INSTRUMENT, and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.
In witness whereof, Grantor has signed this 24 day of June, 1998.

BY: [Signature]
BY: [Signature]

Ken Sherwood - Co. Eng.

X

STATE OF Nebraska, County of Lancaster:

Before me, a Notary Public qualified for said County, personally came Robert A. Christiansen and
Shirley A. Christiansen (7-16-98)

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged
the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on June 24, 1998

NOTARY PUBLIC: John E. Mahan II

My commission expires April 12, 2002

